

REMARKS

The present Amendment Under 37 C.F.R. §1.116, is responsive to the final Office Action mailed October 31, 2007 and is filed concurrently with a Request for Continued Examination (RCE), and the requisite fees.

In the final Office Action, claims 1, 6-9, 17, 21, 26-27, 29, 34-37, 41, 43, 47, 52-55, 63, 67, 72-73 and 75-77 were rejected as being unpatentable over Lipin or alternatively as being unpatentable over Lipin in view of Notess. Reconsideration and withdrawal of these rejections are respectively requested.

Neither the Lipin nor the Notess reference teaches or suggests a single merchant exposing a plurality of compensation plans from which a potential affiliate may select. Indeed, the outstanding Office Action states that “a system with multiple merchants will involve a plurality of plans.” To distinguish the claimed embodiments from an interpretation wherein multiple merchants collectively define a plurality of plans, the defining steps in claims 1 and 47 are now recited to be carried out by “the” merchant. The definite article (in contrast to the indefinite article used to reference the same merchant in the preamble) precludes any interpretation wherein multiple merchants collectively define a plurality of compensation plans.

Claims 1 and 47 then recite:

receiving an application from a potential affiliate, the received application including sales and marketing information of the potential affiliate;

evaluating the received application and defining a profile of the potential affiliate based upon the sales and marketing information in the received application;

Note that these steps are carried out before any of the defined compensation plans are exposed to the potential affiliate. Indeed, the application (that includes sales and marketing

information) is first received by the merchant, who then evaluates the received application and defines a profile of the potential affiliate based on the received application.

Claims 1 and 47 then recite:

selecting which of the plurality of different compensation plans to expose to the potential affiliate based upon the defined profile of the potential affiliate, the selected ones of the plurality of compensation plans being fewer in number than the defined plurality of different compensation plans;

Therefore, the selecting step selects, from among the defined plurality of compensation plans, those compensation plans to expose to the potential affiliate. Claims 1 and 47 also positively recite that the selected compensation plans are fewer in number than the defined compensation plans. That is, all of the defined compensation plans are not exposed to the potential affiliate – only the selected ones (fewer than all) are. Indeed, the application of the potential affiliate is evaluated and, based upon that evaluation, fewer than all of the defined compensation plans are selected to be exposed to the potential affiliate, as only some of the defined compensation plans could be considered to be tailored to the potential affiliate.

This is why the next step of amended claims 1 and 47 recites:

exposing only the selected ones of the plurality of compensation plans to the potential affiliate, the exposed compensation plans being tailored to at least one of the potential affiliate and a product or service offered by the merchant, as determined based upon the defined profile and the evaluation of the sales and marketing information in the received application;

That is, only the selected compensation plan or plans (which are recited as being fewer than all defined compensation plans) are exposed to the potential affiliate, and each of the selected ones of the compensation plans that are exposed to the potential affiliate is further recited to be tailored to the potential affiliate and/or to a product or service offered by the

merchant, as determined upon the evaluation of the sales and marketing information in the received application.

That is, the merchant, in the claimed embodiments, does more than just receive a “click” from a potential affiliate and sign him or her up for an affiliate program, in contrast to that asserted in the outstanding final Office Action. Indeed, according to the claimed embodiments, an application is received, which application includes sales and marketing information, and the received application is evaluated. Based upon that evaluation, one or more, but fewer than all, defined compensation plans are selected (as being tailored to the potential affiliate) and exposed to the potential affiliate, to enable the potential affiliate to select one or more of the exposed compensation plans.

Claims 1 and 47, as amended, then recite:

accepting a selection by the potential affiliate of at least one of the exposed compensation plans, the potential affiliate then becoming an affiliate, the accepting step being separate and distinct from the application receiving step

In this step, the claim positively recites that the accepting step is a step that is separate and distinct from the application receiving step. This recitation and the other claim recitations, specifically preclude the Examiner’s interpretation of Lipin.

Indeed, the final Office Action lumps nearly all of the claimed steps into one (a potential affiliate clicking on a link) by stating:

- “Lipin’s merchant’s providing the link to the potential affiliate is an act of requesting information”;
- “when the potential affiliate clicks the link to join, the merchant receives the information”;
- “by clicking on the provided link, the potential affiliate’s defined profile is then “someone who wants to join an affiliate program”;

- by clicking on the provided link, the potential affiliate signifies “the intention of wanting to help sell and market a merchant’s products, and this signifies sales and marketing information”, and
- the act of clicking also constitutes an application.

It is respectfully submitted that the claimed steps cannot all be lumped into a single act of a potential affiliate clicking on a link. Indeed, the claimed language cannot be overly simplified and claim limitations ignored for the purpose of fitting a rejection thereto. For example, clicking on a link does not teach or suggest receiving an application from a potential affiliate, the received application including sales and marketing information of the potential affiliate; evaluating the received application and defining a profile of the potential affiliate based upon the sales and marketing information in the received application, and selecting which of the plurality of different compensation plans to expose to the potential affiliate based upon the defined profile of the potential affiliate, the selected ones of the plurality of compensation plans being fewer in number than the defined plurality of different compensation plans.

Providing and/or clicking on a link also does not teach or suggest exposing only the selected ones of the plurality of compensation plans to the potential affiliate, the exposed compensation plans being tailored to at least one of the potential affiliate and a product or service offered by the merchant, as determined based upon the defined profile and the evaluation of the sales and marketing information in the received application. In the Office’s interpretation, the single act of clicking on a link is sufficient to teach or to suggest a number of different steps including defining a plurality of compensation plans, receiving an application, evaluating the received application, defining a profile, selecting some but not all of the defined compensation plans as being tailored to the potential affiliate, and exposing only the selected compensation

plans to the potential affiliate. It is respectfully submitted that a single (or multiple) clicks on a link simply does not meet the claimed limitations.

The Office is respectfully reminded that in order to establish a prima facie case of obviousness under 35 U.S.C. § 103, each and every element of the claimed invention must be disclosed in the reference or combination of references applied. In this case, the Office appears to have impermissibly combined, oversimplified, changed the number and sequence of claimed steps and re-used the same step (clicking a link) several times for different purposes, in order to meet the claimed limitations.

Claim 29, written from the point of view of the potential affiliate, has been similarly amended:

providing the merchant Web site with sales and marketing information requested by the merchant Web site to enable the merchant to define a profile of the affiliate;

reviewing, after having provided the merchant with the requested sales and marketing information, a plurality of different compensation plans exposed to the affiliate at the merchant Web site, each of the exposed plurality of different compensation plans being tailored to the affiliate based upon the sales and marketing information provided by the affiliate to the merchant and the defined profile and selecting at least one of the plurality of compensation plans, each of the compensation plans having a link to the merchant Web site associated therewith, the selecting step being separate and distinct from the sales and marketing information providing step;

providing at least one link to the merchant Web site on the affiliate Web site, the provided at least one link being associated with the selected at least one of the plurality of compensation plans, and

Indeed, the claim emphasizes that that providing the merchant with the requested sales and marketing information is a step that is separate and distinct from the sales and marketing information providing step. That is, the potential affiliate first provides the merchant with sales and marketing information, whereupon (i.e., after which) the potential affiliate may review a plurality of exposed compensation plans, each of which is tailored to the potential affiliate based

upon the sales and marketing information and the profile established by the merchant. Such steps are nowhere taught or suggested in Lipin.

Alternatively, the Office rejects the above-listed claims based upon a combination of Lipin and Notess. On page 12 of the outstanding final Office Action, the Office cites Notess as “using an example of Amazon.com as offering different affiliate programs for different products (page 4, 5th paragraph). The different advertisements for different products signifies different compensation plans.”

However, that passage only states that:

- Those that have a Web site can sign up to be an affiliate;
- They can set up links to specific Amazon products or display one of the many ads that Amazon makes available;
- Every item sold via the affiliate’s links brings in a percentage of sales.

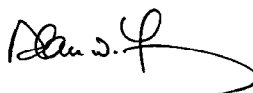
Indeed, this passage does not teach multiple compensation plans – nor is “multiple compensation plans” the claimed invention. Moreover, that affiliates can display different advertisements does not mean that the affiliate has joined multiple compensation plans or that multiple compensation plans were even offered to the affiliate, as many advertisements could use the same compensation plans for customer click throughs and purchases. Moreover, this passage (and the remainder of Notess) teaches nothing relative to the merchant defining a plurality of compensation plans, receiving an application that includes sales and marketing information, evaluating the received application to define a profile for the potential affiliate and selected, from among the defined compensation plans, which plans to expose to the potential affiliate based upon the defined profile and the sales and marketing information, as required by the claims. Note that all of the aforementioned steps occur before any compensation plan is exposed (i.e., made

available) to the potential affiliate, whereas Notess only teaches actions and procedures that occur after the potential affiliate has become an affiliate through participation in the merchant's compensation plan. Notess is simply a straightforward explanation of a basic affiliate program and does not add anything to Lipin, within the context of the claimed embodiments. Indeed, Notess teaches nothing of the process the merchant (Amazon.com) follows in selecting which compensation program to even show the potential affiliate, which is a large part of the claimed embodiments. Notess simply states that the affiliate may set up links to different products or use one of the many available advertisements.

Therefore, it is respectfully submitted that the applied combination of references demonstrably fails to teach or to suggest the claimed steps of the claims herewith. In the absence of such teaching or suggestion, it is respectfully submitted that the outstanding 35 U.S.C. §103(a) rejections are untenable and should be reconsidered and withdrawn. The same is, therefore, respectfully requested.

Applicants believe that this application is now in condition for allowance. If any unresolved issues remain, please contact the undersigned attorney of record at the telephone number indicated below and whatever is necessary to resolve such issues will be done at once.

Respectfully submitted,



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By: _____

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